

## Monique Hageman

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**Van:** Research  
**Onderwerp:** RE: S.Pivar: Van Gogh–Auvers  
**Bijlagen:** Van-Gogh-Museum\_General-terms-and-conditions\_Researching-Authenticity.pdf;  
Van-Gogh-Museum\_privacy-statement-researching-authenticity.pdf; Van Gogh  
Museum Agreement.pdf

**Van:** Research

**Verzonden:** vrijdag 14 mei 2021 11:29

**Aan:** spivar67@gmail.com; maggie@pivarcollection.com

**CC:** Research <Research@vangoghmuseum.nl>

**Onderwerp:** RE: S.Pivar: Van Gogh–Auvers

Dear Mr. Pivar,

We have sent you an e-mail a few days ago that due to Covid-19 the museum and offices are closed and therefore it is also unable to do an authentication request.

We have decided to make an exception for you. Please see attached the agreement to be signed and returned by you. As soon as we have received it, your request will be taken further in our procedure. You can read all about this procedure on our website <https://www.vangoghmuseum.nl/en/about/knowledge-and-research/like-to-know-whether-you-have-a-van-gogh>. Please, do not send your artwork to the Van Gogh Museum without an invitation. Artworks that are sent without an invitation will be returned to sender.

Best regards,

**Department of Collections and Research**



**Van Gogh Museum**

P.O.Box 75366

1070 AJ Amsterdam

The Netherlands

[www.vangoghmuseum.nl](http://www.vangoghmuseum.nl)

[www.facebook.com/vangoghmuseum](https://www.facebook.com/vangoghmuseum)

[www.instagram.com/vangoghmuseum](https://www.instagram.com/vangoghmuseum)

 Please consider the environment before printing this email



#### AUTHENTICATION REQUEST

We can only process this request if you are the owner of the work in question.

Your request is subject to our General Terms and Conditions of the Van Gogh Museum Foundation for purposes of Researching Authenticity (hereinafter referred to as *General Terms and Conditions Researching Authenticity*) and our *Privacy Statement*. These documents are attached with this request.

By signing this document, you acknowledge that you are familiar with and consent to the *General Terms and Conditions Researching Authenticity* and the processing of your personal details in the manner set out in the *Privacy Statement*.

Name:.....

Address:.....

City:.....

Country:.....

E-mail address:.....

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Type of work (e.g. painting, drawing, print):.....

Title of work:.....

Dimensions:.....

Date of acquisition of the work:.....

Provenance information:.....

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Place:.....

Date:.....

Signature:.....



## **GENERAL TERMS AND CONDITIONS OF THE VAN GOGH MUSEUM FOUNDATION FOR PURPOSES OF RESEARCHING AUTHENTICITY**

The Van Gogh Museum Foundation has its registered office in Amsterdam, the Netherlands (postcode 1071 CX) at Paulus Potterstraat 7, and is registered with the Chamber of Commerce for Amsterdam under number 41213987.

### **1. DEFINITIONS AND APPLICABILITY**

- 1.1 In these general terms and conditions, the following terms have the following meanings:
- Terms and Conditions: these terms and conditions for purposes of researching authenticity and other services related thereto;
  - VGM: Van Gogh Museum Foundation;
  - Client: a natural person or legal entity or partnership that is party to or involved in an act or legal act referred to in article 1.2 of these Terms and Conditions, or the party addressed by the act or legal act referred to in that article or the party making a request referred to there;
  - Work: painting, drawing, print or letter belonging to the Client which the Client suspects may have been made or written by Vincent van Gogh;
  - Research: research by VGM into the authenticity of the Work;
  - Website: [www.vangoghmuseum.com](http://www.vangoghmuseum.com)
- 1.2 The Terms and Conditions apply to all services (including Research to be conducted by VGM) provided by VGM to the Client, to all agreements between VGM and the Client, as well as to any request from the Client to provide services, regardless of whether an agreement is or has been concluded between VGM and the Client.
- 1.3 VGM will ensure that these Terms and Conditions are made available to the Client before conclusion of the agreement or on its conclusion, either in electronic (digital) form or otherwise. The Client is itself responsible, if desired, for saving, storing and printing the Terms and Conditions and the agreement on a durable data carrier using the facilities available on the Website for this purpose, and for the permanent accessibility of the stored copy.
- 1.4 Notwithstanding any statutory obligations that might be incumbent on VGM to keep the agreement and/or the Terms and Conditions, VGM is not obliged to keep the agreement and/or the Terms and Conditions that it has on file accessible to the Client at all times.
- 1.5 Any general terms and conditions or other conditions of the Client are not applicable. The Client may only invoke different and/or additional stipulations if and to the extent that they have been accepted by VGM in writing. Such different and /or additional provisions do not alter the applicability of the other provisions in these Terms and Conditions and they apply solely to the agreement for which they were specifically and explicitly agreed in writing.



## **2. FORMATION OF THE AGREEMENT**

- 2.1 Communications by VGM on the Website relating to making services available should be regarded as an invitation to make an offer. The agreement is formed by VGM's confirmation of the Client's request, on the proviso that all agreements are formed on the condition precedent that all details necessary for the Research stated in articles 4.2 and – if applicable – 4.3 of these Terms and Conditions, have been put into the possession of VGM and also meet the requirements set by VGM in this regard.

## **3. SUBJECT MATTER AND PERFORMANCE OF THE AGREEMENT**

- 3.1 In providing the services (including the Research to be conducted by VGM) VGM will exercise the due care expected of a good contracting party, while VGM's obligations will have the nature of best efforts obligations. The outcome of the Research is no more than an opinion of VGM; VGM therefore does not guarantee the outcome of the Research, which therefore means that whether or not VGM is of the opinion that the Work is authentic, this cannot be deemed to be a guarantee, but merely an opinion, as stated above.
- 3.2 VGM's Research will consist in the first place of an assessment of the request as stated in article 2.1 of these Terms and Conditions and the details stated in article 4.2 and – if applicable – article 4.3 of these Terms and Conditions. VGM will endeavour to make the outcome of the Research known to the Client in writing within at most 3 (three) months after receipt of the aforementioned details.
- 3.3 If, after having studied the request referred to in article 2.1 and the details referred to in article 4.2 and – if applicable – article 4.3 of these Terms and Conditions, VGM sees a reason to conduct further Research into the Work, then VGM – in departure from article 3.2 of these Terms and Conditions – will not make the outcome of the Research known, but will send the Client a written request asking it to forward the Work. At the same time VGM will inform the Client in writing of when it will study the Work in further detail and what the Client can expect of VGM. VGM will endeavour to make the outcome of the Research known to the Client in writing within at most 3 (three) months after receipt of the aforementioned details. Moreover, VGM will endeavour to make the outcome of the Research known to the Client in writing within 4 (four) months after receipt of the Work. If, after VGM has received and inspected the Work, it becomes evident that, in the assessment of VGM, highly specific and/or time-consuming Research is necessary, VGM will consult with the Client as to the planning of that Research.
- 3.4 VGM will conduct no further correspondence with the Client about the outcome of the Research unless the Client sends new information and details to VGM, this in the assessment of VGM.
- 3.5 The time periods referred to in articles 3.2 and 3.3 of these Terms and Conditions are only approximate and never apply as final deadlines. If, for any reason whatsoever, the time periods are exceeded, this does not entitle the Client to suspend performance of any obligation it has to VGM, nor does it entitle the Client to compensation.
- 3.6 All assignments are solely accepted and carried out by VGM with the exclusion of Sections 7:404 and 7:407(2) of the Dutch Civil Code ("DCC").
- 3.7 VGM is at all times permitted to engage third parties in performing the agreement.



#### **4. OBLIGATIONS OF THE CLIENT AND INDEMNIFICATION**

- 4.1 The Client guarantees that the information and details furnished to VGM by him or on his behalf are correct, complete and reliable. The Client furthermore guarantees that he is the owner of the Work.
- 4.2 The Client must at least furnish to VGM sharp, colour photographs of 20 by 25 cm, made in conformity with the guidelines for photography stated on VGM's Website, showing:
- (i) the front of the Work without frame;
  - (ii) the back of the Work with frame;
  - (iii) close-ups of any annotations and/or signatures on the front of the Work;
  - (iv) close-ups of any annotations and/or signatures on the back of the Work.
- 4.3 If the Client wishes to furnish other information and details to VGM in addition to the colour photographs referred to in article 4.2 of these Terms and Conditions, it must state this explicitly and in writing.
- 4.4 The Client must print out the information and details referred to in articles 4.2 and – if applicable – 4.3 of these Terms and Conditions in duplicate and put them on a USB flash drive and send them by post to the following address: Van Gogh Museum Foundation, Department of Collection and Research, PO Box 75366, 1070 AJ AMSTERDAM, the Netherlands.
- 4.5 If the Client does not furnish the information and details referred to in articles 4.2 and – if applicable – 4.3 of these Terms and Conditions or does not do so properly, in VGM's assessment, VGM will inform the Client of this as soon as possible.
- 4.6 If the Work is sent to VGM for Research, the Client is obliged – if it has not already done so – to conclude insurance including goods in transit insurance for the Work covering, among other things, damage, fire, loss and theft. At VGM's request, the Client must furnish a copy of the policy schedule to VGM.
- 4.7 The Client indemnifies VGM against all third-party claims in connection with the agreement between VGM and the Client and/or its performance.

#### **5. PAYMENT**

- 5.1 The Client does not owe VGM any fee.
- 5.2 VGM will inform the Client in good time of possible extra Research costs and will discuss them with the Client.
- 5.3 Payment of any expenses and possible extra Research costs must be made by deposit or remittance to a bank account designated by VGM within 14 (fourteen) days of the invoice date.

#### **6. DURATION AND TERMINATION OF AGREEMENT**

- 6.1 The agreement between VGM and the Client is concluded for an indefinite period, unless it follows from the content, nature and purport of the agreement that it was concluded for a specific period or that it ends after the agreed services have been performed.



- 6.2 VGM and the Client are at all times entitled to terminate the agreement prematurely with immediate effect.
- 6.3 After termination of the agreement, all claims of VGM against the Client on any basis whatsoever will become immediately due and payable without any further demand or notice of default, and articles 3.4, 4.7, 7, 8 and 11 of these Terms and Conditions will remain in full force.

## **7. LIABILITY**

- 7.1 VGM is not liable for damage arising from the fact that the Client furnished incorrect, incomplete or unreliable information or details to VGM. Nor is VGM liable for damage that may be attributed to an act or omission, other than that referred to in the preceding sentence, on the part of the Client or a third party enlisted by or on the instructions of the Client.
- 7.2 VGM is not liable for damage as a result of (i) its failure to perform with respect to the Client, regardless of whether this is attributable or not, or for damage resulting from (ii) tort towards the Client, unless the damage was caused by intent or deliberate recklessness on the part of VGM's management or subordinate managers who are members of the company management.
- 7.3 In no case is VGM liable for trading losses, consequential losses and/or indirect damage sustained by the Client.
- 7.4 Without prejudice to the foregoing provisions, VGM's liability is in all cases limited to the amount that is covered by VGM's liability insurance and that is actually paid out in the case concerned.
- 7.5 The provisions of this article also apply with regard to any third parties involved by VGM in the agreement or its performance.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All intellectual property rights relating to the services provided by VGM remain the property of VGM or – if applicable – of the third party which authorised VGM to make available all or part of these services to the Client, and they accrue solely to VGM or – if applicable – to the third party described hereinbefore. This includes copyrights, trade mark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as rights to know-how and performances on a par with a patentable invention. VGM therefore reserves all intellectual property rights relating to the outcome of VGM's Research, whether worked out in detail or not, including reports, analyses, working methods and so on, in connection with the agreement to be performed by it on the Client's behalf.
- 8.2 VGM is free to use the image of the Work and the Research it has conducted for scientific purposes, including publication and reproduction; in such a case the Client will always remain anonymous, unless other arrangements have been made with the Client.
- 8.3 VGM is at liberty to pass on the outcome of the Research to a new owner if the new owner proves not to be aware of the opinion given earlier by VGM.





- 8.4 If a public discussion of the Work in question has been started by the Client, the museum may present VGM's opinion publicly.

## **9. REPORTING COMPLAINTS**

- 9.1 If the Client is not satisfied or has questions about the manner in which VGM is performing, or has performed, the agreement, the Client may report its complaint or pose its question, formulated completely and clearly, within a reasonable period of time to: Van Gogh Museum Foundation, Department of Collection and Research, PO Box 75366, 1070 AJ AMSTERDAM, the Netherlands. VGM's Department of Collection and Research can also be reached via [research@vangoghmuseum.nl](mailto:research@vangoghmuseum.nl) or +31 20 570 5200.
- 9.2 VGM's Department of Collection and Research will endeavour to reply to complaints or questions within a period of 4 (four) weeks after the day of receiving them. If a complaint or a question requires a foreseeably longer period for reply, VGM's Department of Collection and Research will send the Client a notice of receipt of the complaint or question within the stated period of time. This notice will also contain an indication of the period within which the Client can expect a more comprehensive reply.

## **10. MISCELLANEOUS PROVISIONS**

- 10.1 If one of the provisions in these Terms and Conditions is found to be invalid, null and void or non-binding, this does not affect the validity of the other provisions. In the event that one or more provisions are/become invalid, null and void or non-binding, VGM and the Client will agree replacement provisions that are valid and that most closely approximate the content and purport of the invalid, null and void or non-binding provision(s).
- 10.2 The rights and obligations in these Terms and Conditions accruing to the Client are non-transferable unless this has been stipulated in so many words in these Terms and Conditions or has been explicitly agreed in writing with VGM.
- 10.3 Any changes or additions to any provision in these Terms and Conditions are only valid if they have been agreed by VGM and the Client in writing.
- 10.4 The titles and chapters in these Terms and Conditions serve solely for ease of reading and do not affect the content or meaning of the provisions in these Terms and Conditions.
- 10.5 All communication between VGM and the Client may take place electronically, unless the Terms and Conditions and/or the agreement and/or the law explicitly prescribe otherwise. Written communication is therefore deemed to include electronic communication.

## **11. CHOICE OF LAW AND FORUM**

- 11.1 These Terms and Conditions and all obligations arising therefrom or extra-contractual obligations related thereto are governed by Dutch law, with the exception of the Dutch private international law rules on the conflict of laws.



- 11.2 To the extent that national or international rules of law do not mandatorily provide otherwise, any disputes in the matter of or arising from or related to these Terms and Conditions or the contractual and extra-contractual obligations arising therefrom or related thereto will solely be submitted for settlement to the competent court in Amsterdam.

These Terms and Conditions have been filed at the office of the Amsterdam Chamber of Commerce under number 41213987. The version most recently filed there is always the applicable version.

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## **PRIVACY STATEMENT OF THE VAN GOGH MUSEUM FOUNDATION**

The Van Gogh Museum aims to safeguard the privacy of visitors to its website as well as possible. In this statement we explain how we handle personal data that we obtain via our website.

We do not collect any personal data on our website unless you furnish it to us voluntarily on the request form. If you submit a request via this website, you are asked to furnish your name, address, postcode, town/city and country of residence, your telephone number and mobile number and email address. We use these details to provide our services, and more specifically to process your request. We also record information (such as the IP address you used) in order to compile statistics on the use of our website as well as to protect it.

We handle all the details you furnish in a way that is safe and trustworthy. Your details are only provided to parties that require them in order to provide our services or to handle your request or in the cases referred to in article 8 of the General Terms and Conditions of the Van Gogh Museum Foundation for purposes of researching authenticity.

If you wish to inspect or correct the personal details you have furnished, please send us a letter to the following address: Van Gogh Museum Foundation, Department of Collection and Research, PO Box 75366, 1070 AJ AMSTERDAM, the Netherlands, or send an email to [research@vangoghmuseum.nl](mailto:research@vangoghmuseum.nl).